Battle High School Electric Service Agreement

This is the standard agreement between Columbia Public Schools and Boone Electric that allows Boone Electric to provide electric service to Battle High School.

AGREEMENT FOR ELECTRIC SERVICE

AGREEMENT made June 1, 2013, between **Boone Electric Cooperative** (hereinafter called the "Seller"), and **Columbia Public Schools** (hereinafter called the "Consumer"), a Corporation (Corporation, partnership or individual)

The Seller shall sell and deliver to the Consumer, and the Consumer shall purchase all of the electric power and energy which the Consumer may need at the location described in Exhibit A, attached hereto and by this reference made part hereof, up to**150** kilowatts, upon the following terms:

1. **SERVICE CHARACTERISTICS.**
   a. Service hereunder shall be alternating current, Three (3) phase, and 480/277 volts.

   b. The Consumer shall not use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of power and shall not sell electric power and energy purchased hereunder.

2. **PAYMENT.**
   a. The Consumer shall pay the Seller for service hereunder at the rates and upon the terms and Conditions set forth in Schedule LP attached to and made a part of this Agreement.

   b. Notwithstanding any provision of the Schedule and irrespective of Consumer's requirements for or use of electric power and energy, the demand for billing purposes hereunder shall be not less than 20 kilowatts for any billing period.

   c. In any event, the Consumer shall pay to the Seller a minimum of no less than $150 per month for service or for having service available hereunder during the term hereof. Unless otherwise specified the minimum amount due will be equal to $1.00/Kva made available to the Consumer.

   d. Service will be made available for the Consumer on or before June 1,2013.

   e. The initial billing period shall start when Consumer begins using electric power and energy, or 90 days after the service is made available to the consumer.

   f. The minimum charge as set shall commence 90 days from the date service is made available to the consumer.

   g. Bills for service hereunder shall be paid at the office of the Seller in Columbia, MO. Such payments shall be due 10 calendar days from the date of the bill. If the Consumer shall fail to make any such payment within 25 days after such payment is due, the Seller may discontinue service to the Consumer upon giving 6 days notice to the Consumer of its intention to disconnect. However, that such discontinuance of service shall not relieve the Consumer of any of its obligations under this Agreement.

   h. The Consumer agrees that if, at any time, the rate under which the Seller purchases electric service at wholesale is modified, the Seller may make a corresponding modification in the rate for service hereunder.

3. **MEMBERSHIP.**

The Consumer shall become a member of the Seller, shall pay the membership fee and be bound by such policies, procedures and regulations as may from time to time be adopted by the Seller.

4. **CONTINUITY OF SERVICE.**

The Seller shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail or be interrupted, or become

defective through act of God, Governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, required maintenance work, inability to secure right-of-way, or any other cause beyond the reasonable control of Seller, the Seller shall not be liable therefore or for damages caused thereby.

5. RIGHT OF ACCESS.

Duly authorized representatives of the Seller shall be permitted to enter the Consumer's premises at all reasonable times in order to carry out the provisions hereof.

6. TERM.

This Agreement shall become effective on the date first above written and shall remain in effect until ***3*** years following the date of **6/1/2013**; the date service was made available and thence automatically renewed on a yearly basis. This agreement may be terminated by either party giving to the other 30 days notice in writing. However, early termination will not relieve the consumer of duties under this contract. The consumer will be held liable for the minimum bill charges for cancellation of this contract prior to the above contracted period.

7. SUCCESSION AND APPROVAL.

a. This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto.

8. DEPOSIT AND AID TO CONSTRUCTION.

a. The Consumer shall pay to the Seller the sum of $0 in aid to construction for the cost of facilities required to make service available to the Consumer on or before commencement of construction of such facilities.

b. The Consumer shall pay to the Seller the sum of $0 in deposit to secure credit with the Seller. This amount shall be returnable to the Consumer upon establishment of 3 years good payment history.

c. No refunds shall be made to the Consumer of any portion of the deposit remaining upon early termination of this Agreement.

9. ENGINEERING GUIDELINES AND SPECIFICATIONS.

a. **Power Factor Adjustment**. The consumer shall maintain unity power factor as nearly as practicable. The measured demand charges will be adjusted for consumers with 100 kw or more of measured demand to correct for average power factors lower than 90% and may be so adjusted for other consumers if and when the Seller deems necessary. Such adjustments will be made by increasing the measured demand 1% for each 1% by which the average power factor is less than 90% lagging.

b. **Code Restrictions**. All service entrances, electrical wiring, and any other electrical facility providing service to and into the facility are subject to inspection by Boone Electric Cooperative and the County of jurisdiction. These inspections will be as per the National Electric Safety Code and the National Electric Code as enforced on the date of service installation.

C. **Motor Loads.** Any motor load over 10 horsepower will be required to utilize soft starts on request by the Cooperative.

DESCRIPTION AND LOCATION OF SERVICE

TYPE OF OPERATION:	**School**
USE OF SERVICE:	**HVAC/Lighting**
TOTAL MOTOR HORSEPOWER:	**n/a**
B.E.C. MAP LOCATION:	**29-29-2-000-021-00**
OWNER:	**Columbia Public Schools**
PHYSICAL ADDRESS:	**7575 St. Charles Rd**
NEW SERVICE ☐	**EXISTING SERVICE** ☒

IN WITNESS WHEREOF, the parties hereto have executed this Agreement all as of the day and year first above written.

ATTEST:

BOONE ELECTRIC COOPERATIVE
Seller

_____
Nathan Martin, Secretary

By:_____
Joel Bullard, President

_____
Consumer

By_____

ATTEST:

_____
Secretary

_____
Title of Officer*

***if other than president, vice president, partner or owner, a power of attorney must accompany contract.*